

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	846,117	_____	_____	_____	_____
External Revenues	(846,117)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No X

Budget Account Exp No: Fund 1426 Department 662 Unit 3290 Object varies
 Rev No: Fund 1426 Department 662 Unit 3290 RevSc 3429

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Grant: SART Program, COHO3
 Fund: 1426 – Public Safety Grants
 Unit: 3290 – SART Program

Departmental Fiscal Review: _____ *[Signature]* 4/30/2017

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 7/25/17
 OFMB 25 7/21 20 7/25 *[Signature]*

[Signature] for *[Signature]*
 Contract Administration
 8/1/17 *[Signature]*

B. Legal Sufficiency:

[Signature] 8/2/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Community Health Services/Violence & Injury Prevention Program
Provider Name:	Palm Beach County, A Political Subdivision of the State of Florida by and Through its Board of Commissioners
Contract Number:	COHO3
Original Contract Amount:	\$846,117.00
Total Contract Amount (executed actions):	\$846,117.00
Original Contract Start Date:	07/01/2017
Contract End Date (executed actions):	06/30/2020
Procurement Award Date:	07/01/2017
Contract Negotiations Completion Date:	05/9/2017

DESCRIPTION OF CONTRACTUAL SERVICES:

Funds will enhance the accessibility of services to primary victims of sexual assault. Victim Services provided with these funds are intended to assist victims with emotional and physical needs and offer help to stabilize their lives after victimization.

CONTRACT ACTION:

AMENDMENT(Y/N):	N	AMENDMENT AMOUNT:	N/A		
CHANGE TO TERM(Y/N):	N	START DATE:	07/01/2017	END DATE:	06/30/2020
RENEWAL:	N	RENEWAL AMOUNT:	N/A		
START DATE:	07/01/2017	END DATE:	06/30/2020		

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

New contract for execution 7/1/2017, continuation of existing sexual battery recovery services via legislative proviso language.

This contract complies with all of the following requirements:

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value

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CFDA No.
CSFA No. 64.121

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and **Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners** hereinafter referred to as "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

- A. To provide services in accordance with the terms specified in Attachment I.**
- B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
 - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

- 8. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, at its sole and exclusive direction, the Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- E. **Indemnification**
 - 1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 - 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. **Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. **Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. **Assignments and Subcontracts**
 - 1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
 - 2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
 - 3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
 - 4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. **Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its

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independent auditor discovers that overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

J. Transportation Disadvantaged: If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code Chapter 41-2. Provider must submit the reports required pursuant to the Department’s Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

K. Purchasing

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. **Procurement of Materials with Recycled Content:** Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of sections 287.045 and 403.7065, Florida Statutes.
3. **MyFloridaMarketPlace Vendor Registration:** Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. **MyFloridaMarketPlace Transaction Fee:**
 - a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor’s failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

L. Civil Rights Requirements: Civil Rights Certification: Provider must comply with applicable provisions of the Department’s publication titled, “Methods of Administration, Equal Opportunity in Service Delivery.”

M. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider’s officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

N. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Provider’s name) and the State of Florida, Department of Health.” If the sponsorship reference is in written material, the words “State of Florida, Department of Health” will appear in at least the same size letters or type as Provider’s name.

- O. Final Invoice:** To submit the final invoice for payment to the Department no more than 45 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- P. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- Q. Public Entity Crime and Discriminatory Vendor**
 - 1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - 2. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
- R. Patents, Copyrights, and Royalties**
 - 1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
 - 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
 - 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.
- T. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- U. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.
- V. Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into on by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

II. METHOD OF PAYMENT

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$846,117.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State of Florida's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This contract will begin on July 1, 2017 or on the date on which the contract has been signed by both parties, whichever is later. It will end on June 30, 2020.

B. Termination

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Department will employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
 4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

D. Contract Representatives Contact Information:

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners

205 North Dixie Hwy, Suite 5.1100

West Palm Beach, Florida

33401

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Nicole Bishop

205 North Dixie Hwy, Suite 5.1100

West Palm Beach, Florida

33401

3. The name, address, and telephone number of the Department's Contract Manager is:

Elvira Hanson

4052 Bald Cypress Way, Bin A-13

Tallahassee, Florida 32399-1721

(850) 245-4444, ext. 2983

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Nicole Bishop

205 North Dixie Hwy, Suite 5.1100

West Palm Beach, Florida

33401

- 5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.
- E. **All Terms and Conditions Included:** This contract and its attachments and exhibits as referenced, I, II, III, IV, V contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 28 page contract to be executed by their undersigned, duly authorized, officials.

PROVIDER: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND THROUGH ITS BOARD OF COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: Verdenia C. Baker

DocuSigned by: Shannon Hughes
SIGNATURE: _____

PRINT/TYPE NAME: VERDENIA C. BAKER

PRINT/TYPE NAME: SHANNON HUGHES

TITLE: COUNTY ADMINISTRATOR

TITLE: DIRECTOR

DATE: 5/9/17

DATE: 6/15/2017

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.

FEID# (OR SSN): VF59-6000785

PROVIDER FISCAL YEAR ENDING DATE: SEPTEMBER 30

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]

APPROVED AS TO TERMS AND CONDITIONS

MB Stephanie Lejoko

ATTACHMENT I

A. Services to be Provided:

1. Definition of Terms:

- a. **Advocate:** Individual employed by Provider to facilitate active and regular negotiations with local law enforcement agencies and medical facilities, to be the first responding advocate for forensic medical exams. The advocate is familiar with the dynamics of sexual assault and relevant community resources, as well as has an understanding of how medical, legal, and social services respond to victims of sexual assault.
- b. **Advocacy and Accompaniment Services:** Assistant services provided by advocates to victims of sexual violence.
- c. **Butterfly House:** Location where the sexual assault forensic exams are conducted, operated by Provider.
- d. **Crime Victim Compensation:** A program regulated by the Florida Office of the Attorney General for payment or reimbursement to victims of violent crimes for funeral, burial, medical, dental treatment expenses, and wage loss as a result of a violence crime.
- e. **Crisis Intervention Counseling:** An in-person response by a trained staff member or volunteer to an individual presenting a crisis related to sexual violence to address immediate emotional and physical needs, within two business days of referral or contact from the victim. Crisis Intervention Counseling sessions include discussions about the effects of sexual violence and possible reactions, active listening and empathic responding, explaining or leading grounding exercises, and exploring options.
- f. **Florida Council Against Sexual Violence (FCASV):** A sexual assault coalition that serves as a resource to the state on sexual violence issues and provides training and technical assistance to programs offering sexual assault services. The FCASV monitors all certified rape crisis programs throughout the state by regulating the Rape Crisis Program Certification process. FCASV's URL address is <http://www.fcasv.org>.
- g. **FCASV Advocacy Core Training (ACT):** Includes written material, skill building videos, interviews, worksheets, and activities. Completion of the advocacy core training will satisfy the FCASV certification standard for direct service staff and volunteers.
- h. **National Training Standards for Sexual Assault Medical Forensic Examiners:** A system of treatment created by the United States Department of Justice that provides details on the roles of responders to sexual assault as part of a coordinated community response. The Standards take a victim-centered approach to sexual assault forensic examinations and emphasize offender accountability.
- i. **Primary Sexual Assault Victim (client):** A resident or visitor of Florida who is, or has been, the victim of sexual violence.
- j. **Quarter:** A three-month period of the contract. The quarters for this contract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).

- k. **Secondary Sexual Assault Victim (client):** The significant other, family member, friend, or any individual impacted by a primary victim's sexual violence.
- l. **Sexual Assault Exam:** The process for collection of forensic evidence provided for both reporting and non-reporting victims of sexual violence. The exams shall be provided on a 24-hours, 7-days a week basis in a place and manner that protects the victim from re-victimization, conforms to the Office of the Attorney General's Protocol and adheres to the usual and customary chain of custody rules.
- m. **Sexual Assault Nurse Examiner (SANE):** A forensic nurse who has received special training to conduct sexual assault evidentiary exams for rape victims.
- n. **SANE Program:** A program geared toward medical professionals such as advanced registered nurse practitioners, registered nurses, and physicians adhering to the National Training Standards for Sexual Assault Medical Forensic Examiners for adults and adolescents.
- o. **Sexual Violence Data Registry (SVDR):** The Department's internet-based data system used to collect data regarding victims served and services provided to sexual assault victims. The SVDR does not accept a victim's personal identifying information. The data registry URL address is:
<https://esetappsdo.h.state.fl.us/irm00svr/pages/seclogin.aspx>.
- p. **Violence and Injury Prevention Program (VIPP):** A program within the Department that contracts with outside agencies to provide sexual battery recovery services for victims of sexual assault and several prevention programs.

2. **General Description:**

- a. **General Statement:** This contract is for the provision of sexual violence victim services.
- b. **Authority:** Section 381.005, Florida Statutes.

3. **Clients to be Served:** Primary and secondary victims of sexual violence who are either referred to the Provider or seek services on their own behalf.

B. **Manner of Service Provision:**

- 1. **Scope of Work:** Provider will maintain Rape Crisis Program certification throughout the contract term, provide advocates, a therapist, and a SANE to deliver victim services to primary and secondary victims of sexual violence and provide the SANE Program to local providers.
 - a. **Task List:** Provider will perform the following tasks:
 - 1) Maintain Rape Crisis Program Certification from the FCASV throughout the contract term. Submit a copy of FCASV certification to the Contract Manager upon contract execution.
 - 2) Provide supervision of advocates by a staff person who has completed the 30 hours of initial training and who has at least two years of relevant experience.

- 3) Ensure that all newly hired advocates meet the following qualifications and submit documentation showing each advocates' qualification with the Quarterly Progress Report:
 - a) Completed 30 hours of FCASV ACT within 30 days of new employment;
 - b) Possess a minimum of four hours of on-the-job training with a sexual assault program; and,
 - c) Complete a minimum of six hours of ongoing sexual violence training each year.
- 4) Designate a staff member to participate in the VIPP conference calls no later than August 1. Coordinate with the Department to schedule conference calls. Ensure the designated staff participates in each scheduled conference call.
- 5) Use the SVDR to obtain a unique victim identification number for all clients. Enter all services provided to clients into the SVDR and create a monthly report of all services provided. Submit the monthly reports with the Quarterly Progress Report.
- 6) Review and update sexual assault services and resource information a minimum of one time each quarter. Ensure information includes the most currently accepted facts for the topic and submit copies of the updated information with the Quarterly Progress Report.
- 7) Provide a minimum of 120 client therapy sessions each quarter. Client therapy sessions may either be held individually or in groups. Individual client session will be a minimum of 60 minutes long and group therapy session will be a minimum of 90 minutes long. Create and maintain a record of the therapy sessions hosted and submit it with the Quarterly Progress Report.
- 8) Provide a minimum of 90 advocacy or accompaniment services to various clients each quarter. These services include the following:
 - a) Coordination of follow-up health care, safe housing, or related employment issues;
 - b) Assistance with issues related to medical decisions, police reporting, or any issue related to victim services;
 - c) Communicating with employers, landlords, instructors, or social service providers on the client's behalf;
 - d) Offering resource information related to legal services and remedies without providing legal advice;
 - e) Preparation of individualized assessments or empowerment plans;
 - f) Active monitoring of case through the legal system;

- g) Assistance with sexual violence injunctions and other protective and no-contact orders;
 - h) Assistance with Crime Victim Compensation or relocation applications;
 - i) Advocating on the client's behalf with community, governmental, or criminal justice systems;
 - j) Outreach calls or visits to the clients; and,
 - k) Accompaniment to medical exams, appointments, interviews, or trials and sentencing.
- 9) Provide a minimum of 15 in-person or telephone contacts to various clients for the purpose of providing information and referrals to clients each quarter. Each contact will be a minimum of 15 minutes long.
- 10) Provide a minimum of nine sexual assault forensic exams for primary victims of sexual violence, 14 years of age and older, each quarter and ensure proper collection of all evidence.
- 11) Provide a minimum of 90 Crisis Intervention Counseling sessions to various clients each quarter to provide crisis support and guidance.
- 12) Distribute a minimum of 25 surveys approved by the Department to clients each year of the contract. Submit all returned surveys to the Contract Manager by May 30 of each contract year.
- 13) Provide one presentation on the SANE Program each quarter to area hospitals or medical providers. Conduct the presentation as follows:
- a) Ensure the SANE hosts each presentation;
 - b) Prepare a presentation agenda and provide it to the participants and an attendance log for participants to sign and date;
 - c) Include a minimum of 15 minutes of information about the SANE program and the Butterfly House; and,
 - d) Submit a copy of the agenda and sign in sheet with the Quarterly Progress Report.
- 14) Attend a minimum of six community events each year and distribute a minimum of 50 brochures containing information about the available rape crisis services offered by Provider at each event. Document each community event attended and the number of brochures distributed and submit it with the Quarterly Progress Report.
- 15) Comply with the terms of the Data Security and Confidentiality provisions (Attachment II) at all times throughout the contract term.

- 16) Prepare a Quarterly Progress Report, that includes at a minimum, the activities completed each quarter, and submit it to the Contract Manager within 25 days from the end of each quarter, but no later than submission of the invoice.
 - 17) Prepare a year-end summary report detailing at a minimum, the number of new clients received in that year, ongoing clients (clients from previous years) served in that year, and the number of services provided to clients throughout the contract year. Include client success stories related to the use of these contract funds. Submit to the Contract Manager by July 30 of each contract year.
- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
- 1) Quarterly: Provision of sexual assault victim services and training as specified in Task B.1.a.1) through Task B.1.a.17).
- c. Performance Measures: The Deliverables must be met at the following minimum levels of performance:
- 1) Deliverable B.1.b.1):
 - a) Rape Crisis Program Certification must be maintained as specified.
 - b) Advocates must be supervised as specified.
 - c) Newly hired advocates must be qualified as specified.
 - d) A designated staff member must participate in the VIPP conference calls as specified.
 - e) The SVDR must be used as specified.
 - f) Sexual assault services and resource information must be reviewed and updated as specified.
 - g) A minimum of 120 client therapy sessions must be provided each quarter as specified.
 - h) A minimum of 90 advocacy or accompaniment services must be provided each quarter as specified.
 - i) A minimum of 15 in-person or telephone contacts must be provided as specified.
 - j) A minimum of nine sexual assault exams must be provided each quarter as specified.
 - k) A minimum of 90 Crisis Intervention Counseling sessions must be provided each quarter as specified.

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- l) A minimum of 25 surveys approved by the Department must be distributed each year as specified.
- m) A minimum of one SANE Program training must be provided each quarter as specified.
- n) A minimum of six community events must be attended each year as specified.
- o) The terms of the Data Security and Confidentiality provisions (Attachment II) must be complied with as specified.
- p) A Quarterly Progress Report must be prepared and submitted as specified.
- q) A year-end summary report must be prepared and submitted as specified.

2. **Financial Consequences:** Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

a. Deliverable B.1.b.1):

- 1) Failure to maintain Rape Crisis Program Certification as specified will result in a \$1,000.00 reduction in that quarter's payment amount. An additional reduction of \$100.00 will be assessed on the following quarterly payment for every seven days thereafter until the certification is submitted as specified.
- 2) Failure to ensure advocates are supervised as specified will result in a \$1,000.00 reduction in that quarter's payment amount.
- 3) Failure to ensure advocates are qualified as specified will result in a \$500.00 reduction in that quarter's payment amount for each advocate not properly qualified.
- 4) Failure to designate staff member to participate in the VIPP conference calls as specified will result in a \$500.00 reduction in that quarter's payment amount.
- 5) Failure to use the SVDR as specified will result in a \$1,000.00 reduction in that quarter's payment amount.
- 6) Failure to review and update sexual assault services and resource information as specified will result in a \$250.00 reduction in that quarter's payment amount. An additional reduction of \$5 a day will be assessed on the following quarterly payment for each day until the sexual assault services and resource information is reviewed and updated as specified.
- 7) Failure to provide a minimum of 120 client therapy sessions each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each client therapy session not provided.
- 8) Failure to provide a minimum of 90 advocacy or accompaniment services each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each service not provided.

- 9) Failure to provide a minimum of 15 in-person or telephone contacts each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each contact not provided.
- 10) Failure to provide a minimum of nine sexual assault exams each quarter as specified will result in a \$500.00 reduction in that quarter's payment amount for each exam not provided.
- 11) Failure to provide a minimum of 90 crisis intervention counseling sessions each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each service not provided.
- 12) Failure to distribute a minimum of 25 surveys approved by the Department each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each survey not distributed.
- 13) Failure to provide a minimum of one SANE Program training each quarter as specified will result in a \$500.00 reduction in that quarter's payment amount.
- 14) Failure to attend a minimum of six community events each year as specified will result in a \$500.00 reduction in the final quarter's payment amount for each event not attended.
- 15) Failure to comply with the Department's Data Security and Confidentiality Requirements (Attachment II) as specified will result in a reduction of the quarterly invoice in the amount of \$50.00 each week of non-compliance
- 16) Failure to submit a Quarterly Progress Report as specified will result in a \$500.00 reduction in that quarter's payment amount. An additional reduction of \$100.00 a month will be assessed on the following quarterly payment for each month thereafter the Quarterly Progress Report is not submitted as specified.
- 17) Failure to submit a year end summary report as specified will result in a \$1,000.00 reduction in the fourth quarter's payment amount. An additional reduction of \$25.00 every five business days will be assessed on the following quarter's payment for every five business days thereafter the yearly summary is not submitted.

3. Service Location and Times:

- a. Service Location: Services under this contract will be coordinated from the Provider's location at the Division of Public Safety of Palm Beach County, 4210 North Australian Avenue, West Palm Beach, Florida 33407.
- b. Service Times: Provider must provide services at times that the clients to be served are accessible.
- c. Changes in Location: Provider will notify the Contract Manager in writing a minimum of one week prior to making changes in location.

4. Staffing Requirements:

- a. Staffing Levels: Provider must maintain an administrative organizational structure and support staff sufficient to discharge its contractual responsibilities as approved by the Contract Manager.
- b. Professional Qualifications: Provider is responsible for ensuring that the staff affiliated with this contract have the education, professional licensure or certification which may be required by law, and experience necessary to carry out their duties.
- c. Staffing Changes: Notify the Contract Manager in writing within five business days of any staffing changes that impact the completion of deliverables under this contract.

C. Method of Payment:

- 1. Payment: This is a fixed-fee, fixed-price contract. The Department will pay Provider for completion of deliverables specified in Section B.1.b., a total amount not to exceed \$282,039.00 for each contract year, subject to the availability of funds. Payments will be made quarterly in the amount of \$70,509.75.
- 2. Unit of Service: A unit of service will consist of one quarter of completed required deliverables, as specified in Section B.1.b. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.
- 3. Invoice Requirements: Provider must request payment on a quarterly basis through submission of a properly completed invoice (Attachment IV) to the Contract Manager within 25 days following the end of the quarter that payment is being requested.
- 4. Supporting Documentation:
 - a. Budget: Attach a copy of the Department approved budget and budget justification for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and written approval prior to implementation.
 - b. Quarterly Financial Report: For quarters one through three, prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Standard Contract.

D. Special Provisions:

- 1. Contract Renewals: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

Attachment II
Data Security and Confidentiality

1. Data Security and Confidentiality:

- a. Provider, its employees, subcontractors, and agents will comply with all security procedures of the Department in performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, Florida Administrative Code Chapter 74-2, security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department. At the request of the Department the Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 16" (SSAE 16). The Department may review the Provider's SSAE 16 in lieu of the Department conducting a test.
- b. **Loss of Data:** In the event of loss of any State Data or record(s) where such loss is due to the negligence of Provider or any of its subcontractors or agents, Provider will be responsible for recreating such lost data in the manner and on the schedule set by the Department at Provider's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Failure to maintain security that results in certain data release will subject Provider to administrative sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs to the Department of such breach of security caused by Provider. If State Data will reside in Provider's system, the Department may conduct, or request Provider conduct at Provider's expense, annual network penetration test, or security audit of Provider systems on which State Data resides. Provider will:
 - 1) Copies: At contract termination or expiration--submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes,; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - 2) Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in unredacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit;
 - 3) Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- c. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff,

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including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Administration. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department. Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's breach of data security or the negligent acts or omissions of Provider related to this subsection.

- d. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department. Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department.
2. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the Department of such breach of security.

END OF TEXT

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ATTACHMENT III

FINANCIAL AND COMPLIANCE ATTACHMENT

The administration of resources awarded by the Department of Health to Provider may be federal or state financial assistance as defined by 2 C.F.R. § 200.40 and/or section 215.97, Florida Statutes, and subject to audits and/or monitoring by the Department of Health, as described in this section. For this contract, the Department of Health has determined the following relationship exist:

1. _____ **Vendor.** Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Provider which is not subject to compliance requirements of the Federal/State program as a result of the contract.
2. X **Recipient/Subrecipient of state financial assistance.** Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the state agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the state agency.
3. _____ **Recipient/Subrecipient of federal financial assistance.** Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the state agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, subpart F (formerly OMB A-133) and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this contract, Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of Provider is appropriate, Provider agrees to comply with any additional instructions provided by the Department of Health to Provider regarding such audit. Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if Provider is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, subpart F.

1. In the event that Provider expends \$750,000 or more in Federal awards during its fiscal year, Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. § 200.501. EXHIBIT 1 to this contract indicates Federal resources awarded through the Department of Health by this contract. In determining the Federal awards expended in its fiscal year, Provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. §§ 200.502-503. An audit of Provider conducted by the Auditor General in accordance with the provisions of 2 C.F.R., subpart F will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. If Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. § 200.501(d) is not required. In the event that Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R.

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§ 200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

- 4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 C.F.R. § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if Provider is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

- 1. In the event that Provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Provider (for fiscal years ending June 30, 2017 or thereafter), Provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1, Provider shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If Provider expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that Provider expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than State entities).
- 4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after Provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

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PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. § 200.512 and section 215.97(2), Florida Statutes, will be submitted by or on behalf of Provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 C.F.R. § 200.521, and section 215.97(2), Florida Statutes, Provider shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the Single Audit Data Collection Form, Exhibit 4. Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

Florida Department of Health
Bureau of Finance & Accounting
Attention: Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1729.

B. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 C.F.R. § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/sac/>

C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §200.331 and § 200.517.

D. Additionally, copies of state financial assistance (CSFA) reporting packages required by Part II of this contract shall be submitted to the Auditor General's Office (one electronic and one paper copy of the financial reporting package).

- The electronic copy should be emailed by or on behalf of Provider directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

- Paper copies mail to:
Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

2. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 C.F.R. § 200.512, Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

2. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 C.F.R. § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Provider in correspondence accompanying the reporting package.

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PART IV: RECORD RETENTION

Provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

Contract #: COHO3

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EXHIBIT 1

Federal Award Identification #: N/A Department's Federal Award Date: _____ Department's Federal Award Indirect Rate: _____

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1 N/A CFDA# _____ Title _____ \$ _____

Federal Agency 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ 0

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.121 Title Palm Beach County Rape Crisis Treatment Center \$846,117.00

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES \$846,117.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Provision of sexual battery recovery services by the certified rape crisis program for 24 hours per day and 365 days per year.

Financial assistance not subject to section 215.97, Florida Statutes or 2 C.F.R. § 200.40: \$ _____

Financial assistance not subject to section 215.97, Florida Statutes or 2 C.F.R. § 200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s): None

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 C.F.R. § 200.306 amounts should not be included by Provider when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 C.F.R. § 200.306 is not considered State or Federal Assistance.

Attachment # 1
Page 23 of 34

Palm Beach County, a Political Subdivision of the State of Florida,
by and through its Board of Commissioners

EXHIBIT 2
PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 C.F.R. § 200.500, and/or section 215.97, Florida Statutes, Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 C.F.R. § 200.501, and/or section 215.97, Florida Statutes. Providers who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of an audit, the Provider has been determined to be:

- Vendor not subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 C.F.R. § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 C.F.R. § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 C.F.R. § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities and community colleges. Exempt organizations must comply with all compliance requirements set forth within the contract.

NOTE: If Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 C.F.R. § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 C.F.R. Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 C.F.R. § 200.401(5) (c).

**For funding passed through U.S. Health and Human Services, 45 C.F.R. Part 92; for funding passed through U.S. Department of Education, 34 C.F.R. Part 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

Additional guidance may be obtained at Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

**INSTRUCTIONS FOR ELECTRONIC SUBMISSION
OF SINGLE AUDIT REPORTS**

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2015-2016 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4185.

Palm Beach County, a Political Subdivision of the State of Florida,
by and through its Board of Commissioners
Attachment IV

Quarterly Fixed Price Invoice

Provider Name _____

Date _____

Address _____

Contract Number _____

City _____ Zip _____

Period of Service Provision _____

Invoice # (Contract # and Month) _____

Palm Beach County Rape Crisis Treatment Center = \$ _____

TOTAL DUE \$ _____

Signature of Provider _____ Date _____

I certify the information provided for payment is true and correct and that funds are being used solely for the implementation of this contract.

For Department Use Only

Please review and check (✓) if you have:

- Entered VS data into the Sexual Violence Data Registry, ran report & enclosed a copy
- Included Quarterly Narrative Report

Mail To: Florida Department of Health
Violence and Injury Prevention Program
4052 Bald Cypress Way, Bin #A-13
Tallahassee, Florida 32399-1723

OR Express Mail: Florida Department of Health
Violence and Injury Prevention Program
2585 Merchants Row Blvd., Office 320M
Tallahassee, Florida 32399-1723

Date Invoice Received: _____	
Date Goods/Svcs. Performed: _____	Init _____
Date Goods Insp. & Appvd: _____	Init _____
Org. Code _____	OBJ _____
OCA _____	VR _____ EO _____
_____ Contract Manager's signature and date	
_____ Supervisor's signature and date	

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Attachment V

Palm Beach County, a Political Subdivision of the State of Florida,
by and through its Board of Commissioners

Budget Line Items	Expense	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Balance
Salaries & Benefits	\$282,027.00					
Office Supplies						
Equipment Rental						
Telephone/Fax						
Postage						
Printing Reproduction						
Rent/Janitor	\$12.00					
Utilities						
Web Page/Internet						
Travel						
Audit						
Contractual Services						
Equipment/Furniture						
Resource/Subscriptions						
Insurance						
Membership/Dues						
Advertising Recruitment						
Total	\$282,039.00					

I, _____, certify that these expenses are true, accurate and directly related to this contract.
Date: _____ Printed name of individual signing: _____

Certificate Of Completion

Envelope Id: 42716093E25747E29A41FAA6252657F0
Subject: Contract COHO3: Please DocuSign this contract from the Florida Department of Health.
Custom Field:
ACH:
Source Envelope:
Document Pages: 29
Supplemental Document Pages: 0
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Deborah Brown

Deborah.Brown3@flhealth.gov
IP Address: 10.102.101.12

Record Tracking

Status: Original
6/14/2017 1:57:21 PM

Holder: Deborah Brown
Deborah.Brown3@flhealth.gov

Location: DocuSign

Signer Events

Shannon Hughes
Shannon.Hughes@flhealth.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Shannon Hughes
85E4C21C01D4474...

Timestamp

Sent: 6/14/2017 2:07:51 PM
Viewed: 6/15/2017 4:41:14 AM
Signed: 6/15/2017 4:41:42 AM

Using IP Address: 10.102.101.12

Electronic Record and Signature Disclosure:
Accepted: 6/15/2017 4:41:14 AM
ID: 9f39e4c0-5841-4494-b56d-c1d79c9ff106

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Elvira Hanson
Elvira.Hanson@flhealth.gov
Security Level: Email, Account Authentication (None)

Status

COPIED

Timestamp

Sent: 6/14/2017 2:07:50 PM
Viewed: 6/15/2017 5:18:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cole Giering
cole.giering@flhealth.gov
Contract Liaisons
Florida Department of Health
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/14/2017 2:07:49 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Lorraine Elder
Lorraine.Elder@flhealth.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Verdenia Baker
Vbaker@pbcgov.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

COPIED

Timestamp

Sent: 6/14/2017 2:07:50 PM

Sent: 6/14/2017 2:07:50 PM

Notary Events

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Signature

Status
Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamp

Timestamps
6/14/2017 2:07:51 PM
6/15/2017 4:41:14 AM
6/15/2017 4:41:42 AM
6/15/2017 4:41:42 AM

Payment Events

Electronic Record and Signature Disclosure

Status

Timestamps

Attachment #

1

Page

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of

34

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Florida Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Florida Department of Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: antonio.dawkins@flhealth.gov

To advise Carahsoft OBO Florida Department of Health of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at antonio.dawkins@flhealth.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO Florida Department of Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Florida Department of Health

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Florida Department of Health as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Florida Department of Health during the course of my relationship with you.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

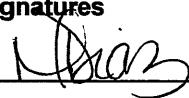
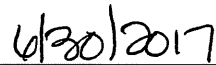
BGEX - 662- 062317-1443
BGRV - 662- 062317-458

FUND 1426 - Public Safety Grant

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 6/23/2016	REMAINING BALANCE
Revenue								
1426-662-3290-3429	State Grnt Other Public Safety	143,091	211,529	846,117		1,057,646		
	Total Revenue and Balance	1,592,831	2,404,046	846,117	0	3,250,163		
Expense								
1426-662-3290-1201	Salaries & Wages	143,055	123,027	206,068	0	329,095	140,314	188,781
1426-662-3290-2101	Fica-Taxes	12,492	12,492	12,776	0	25,268	7,999	17,269
1426-662-3290-2105	Fica Medicare	2,916	2,916	2,988	0	5,904	1,871	4,033
1426-662-3290-2201	Retirement Contributions-FRS	15,144	15,144	16,103	0	31,247	10,660	20,587
1426-662-3290-2301	Insurance-Life & Health	50,016	50,016	44,092	0	94,108	59,436	34,672
1426-662-3290-4410	Rent-Building	12	12	12	0	24	10	14
1426-662-3290-9902	Operating Reserves	0	0	564,078	0	564,078	0	564,078
	Total Appropriation and Expenditures	1,592,831	2,404,046	846,117	0	3,250,163		

PUBLIC SAFETY
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date _____
 _____
 _____

By Board of County Commissioners
At Meeting of _____
8/15/2017
Deputy Clerk to the
Board of County Commissioners

Attachment # 2
Page 1 of 1